

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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JOHN M. WINSTON.

Plaintiff(s).

Case No. 2:22-CV-288 JCM (EJY)

ORDER

v.

**STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,**

Defendant(s).

Presently before the court are defendant State Farm's motions for summary judgment and partial summary judgment. (ECF Nos. 34, 35). Plaintiff John Winston responded (ECF Nos. 36, 37), to which State Farm replied. (ECF Nos. 38, 39). Without considering the merits of the either motion, the court denies both motions for failure to comply with LR 7-3(a).

I. Background

This action arises out of an automobile accident and plaintiff's attempt to recover from insurer State Farm Automobile Insurance Company. (ECF No. 1-A). John Winston was involved in a motor vehicle accident in August 2019. (*Id.*). The at-fault driver was arrested for driving under the influence. (*Id.*).

Winston allegedly suffered injuries to his back and spine from the accident. (*Id.*). The at-fault driver's insurance paid the driver's policy limits to Winston. (*Id.*). Winston then sought to recover the difference from State Farm under Winston's Underinsured Motorist (UIM) coverage. (*Id.*).

The parties dispute Winston's injuries based on competing medical examinations and expert discovery. (ECF Nos. 34-39). Winston filed his complaint in state court alleging breach

1 of contract and related bad faith claims. (ECF No. 1-A). State Farm removed the action to this
 2 court. (ECF No. 1). Defendant State Farm now moves, separately, for summary judgment and
 3 partial summary judgment.

4 **II. Legal Standard**

5 It is well established that local rules have the force of law and are binding upon the
 6 parties and upon the court. *Pro. Programs Grp. v. Dep't of Com.*, 29 F.3d 1349, 1353 (9th Cir.
 7 1994) (citations omitted). The district court has “considerable latitude in managing the parties’
 8 motion practice and enforcing local rules that place parameters on briefing.” *Christian v. Mattel,*
 9 *Inc.*, 286 F.3d 1118, 1129 (9th Cir. 2002).

10 **III. Discussion**

11 Because defendant’s filings fail to comply with the local rules, the court denies, without
 12 prejudice, both motions for summary judgment and partial summary judgment. The court makes
 13 no findings on the merits of either motion.

14 Local Rule 7-3(a) provides that “[m]otions for summary judgment and responses to
 15 motions for summary judgment are limited to 30 pages, excluding exhibits... Parties must not
 16 circumvent this rule by filing multiple motions.”

17 State Farm filed two motions simultaneously—one for summary judgment and one for
 18 partial summary judgment. The motion for summary judgment is 23 pages, and the motion for
 19 partial summary judgment is 30 pages. (ECF Nos. 37, 38).

20 The plaintiff argues that defendant’s two motions plainly violate LR 7-3(a). The court
 21 agrees. State Farm’s effectively combined 53-page motion for summary judgment asks the court
 22 to perform the same action with different arguments. In one motion, State Farm argues that one
 23 dispositive fact would seemingly alleviate State Farm from liability on all of Winston’s claims.
 24 In the next motion, State Farm pinpoints arguments to attack specific causes of action and related
 25 claims for damages and attorneys’ fees.

26 The primary purpose of local court rules is to maintain consistency and fairness in
 27 pleadings. Thus, LR 7-3(a) imposes strict page limits on each filing that are equally applicable
 28 to each party. State Farm cannot circumvent this rule by filing two motions containing related

1 but different arguments. State Farm's efforts to provide layered arguments must be balanced
2 with the court's interest in judicial efficiency and fairness to parties.

3 The court therefore has sufficient justification to deny both motions as the two motions
4 apparently request the same court action in violation of LR 7-3(a). If State Farm wishes to move
5 for summary judgment again and believes it is necessary to file a motion longer than 30 pages, it
6 may file for leave to exceed the page limits pursuant to LR 7-3(c). This court will only grant
7 such a request upon a showing of good cause.

8 **IV. Conclusion**

9 Accordingly,

10 IT IS HEREBY ORDERED that defendant's motions for summary judgment and partial
11 summary judgment (ECF Nos. 34, 35), are DENIED, without prejudice. Defendant may refile
12 its motion conforming with the local rules.

13 DATED September 9, 2024.

14 
15 UNITED STATES DISTRICT JUDGE

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